

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
JACKSON DIVISION**

**CASH IN A FLASH CHECK ADVANCE, LLC,
a Mississippi Limited Liability Company**

JUDGMENT CREDITOR

vs.

Civil Action No. 3:06-cv-393 HTW-JCS

PAYDAY ADVANCE, LLC

JUDGMENT DEBTOR

**FINAL DEFAULT JUDGMENT GRANTING PERMANENT
INJUNCTIVE RELIEF
and
DEFAULT JUDGMENT ON LIABILITY ONLY
FOR ALL DAMAGES CLAIMS**

1. CAME BEFORE THE COURT the *Ex Parte* Motion of Plaintiff Cash in a Flash Check Advance, LLC, a Mississippi Limited Liability Company ("Cash in a Flash") for a default judgment pursuant to Rule 55(b) of the Federal Rules of Civil Procedure on its Complaint (7/17/06 Cmpl., docket no. 1), against defendant PayDay Advance LLC ("PayDay").

2. This court finds that PayDay has been duly served with a Summons and a copy of the Complaint in this matter, (7/14/06 Cmpl., docket no. 1 & 7/17/06 Return (entered on 7/21/06, docket no. 3), on July 17, 2006, and is not an infant, on active duty with the United States Armed Forces or an unrepresented incompetent person; yet PayDay has failed to plead or otherwise defend, and its default has been duly entered by the Clerk.

3. The court further finds as follows:

1. This court has subject matter jurisdiction over this action;

2. This court has *in personam* jurisdiction over PayDay;
3. Venue is proper in this court;
4. Service of process (7/14/06 Cmpl., docket no. 1 & 7/17/06 Return (entered on 7/21/06 Cmpl., docket no. 1), within the time set out by Fed.R.Civ.P. 12(a)(1)(A)) on PayDay was proper;
5. PayDay has failed to answer or otherwise defend as to Cash in a Flash's Complaint (7/14/06, Cmpl., docket no. 1), within the time set out by Fed. R.Civ.P. 12(a)(1)(A); and
6. A proper entry of default has been made the Clerk of this Court.

WHEREFORE, it is hereby ORDERED AND ADJUDGED that:

- (1) Cash in a Flash is granted judgment from and against PayDay on liability only on all damages, claims and counts contained in Cash in a Flash's Complaint (7/14/06 Cmpl., docket no. 1);
- (2) After the completion of any necessary discovery by Cash in a Flash, Cash in a Flash may apply to this court by motion, for hearing, other proceeding or reference(s), for the purpose of establishing the amount of damages for which PayDay is liable under this Judgment, as set forth in Fed.R.Civ.P. 54(b)(2) and other law;
- (3) PayDay is hereby permanently enjoined to cease and desist from using the designation Cash in a Flash or any signage or banners, on any business forms or stationary, and in any advertising in Mississippi;
- (4) PayDay is hereby permanently enjoined to cease and desist from all conduct, publications, signage and advertising that contain false

representation(s) as to the identity, nature, ownership or sponsorship of its business that are intended to create consumer confusion between it, its business and that of Cash in a Flash; and

- (5) Pursuant to Fed.R.Civ.P. 54(b), this court makes an express determination that there is no just reason for delay and upon this court's express direction, this entry of Judgment with respect to the injunctive relief granted herein shall be final.

SO ORDERED AND ADJUDGED, this the 31st of October, 2006.

s/ HENRY T. WINGATE

CHIEF UNITED STATES DISTRICT JUDGE

Civil Action No. 3:06-cv-393 HTW-JCS
Final Default Judgment